

THIS AGREEMENT, made this

27th day of June

one thousand nine hundred sixty-three between UNITED STATES OF AMERICA, DEPARTMENT OF COMMERCE, BUREAU OF PUBLIC ROADS, represented by the Secretary of Commerce acting through the Federal Highway Administrator, hereinafter referred to as the Administrator and the STATE OF NEW JERSEY acting through its State Highway Commissioner, hereinafter called the State;

WHEREAS, in pursuance of Chapter 93, Laws of 1963 effective 10 June 1963, it is necessary to execute an agreement with the Administrator; and

WHEREAS, in order to promote the safety, convenience and enjoyment of public travel and the free flow of interstate commerce, and to protect the public investment in the National System of Interstate and Defense Highways, hereinafter referred to as the "Interstate System," the Administrator and the State agree as follows:

I. DEFINITIONS.

A. The term "Act" means Section 131 of Title 23, United States Code (1958), as amended, 23 U.S.C. § 131 (Supp. III, 1961).

B. The term "National Standards" means the National Standards for Regulation by States of Outdoor Advertising Signs, Displays and Devices Adjacent to the National System of Interstate and Defense Highways promulgated by the Secretary of Commerce pursuant to the Act, 23 C.F.R. Part 20 (Supp. 1962).

C. Unless the context requires otherwise, the terms used herein shall have the same meaning as in the Act and the National Standards.

II. SCOPE OF AGREEMENT.

Except as otherwise expressly set forth herein, this Agreement shall apply to all areas adjacent to and within 660 feet of the edge of the right-of-way of all portions of the Interstate System within the State, the entire width of the right-of-way

for which has been acquired after July 1, 1956, or may be acquired in the future. Such areas, not specifically exempted by the terms of this Agreement, are designated as "Adjacent Areas".

Neither this Agreement nor the National Standards shall apply to areas zoned commercial or industrial which are adjacent to segments of the Interstate System if those areas are within the September 21, 1959, boundaries of an incorporated municipality which has the authority to control or regulate the use of real property adjacent to the Interstate System, or if those areas were not within such a municipality on September 21, 1959, but on that date were clearly established by State law as commercial or industrial.

III. THE STATE'S OBLIGATION.

The State shall, in accordance with the terms of this Agreement, control, or cause to be controlled, the erection and maintenance of outdoor advertising signs, displays and devices in Adjacent Areas consistent with the terms of the Act and the National Standards. Nothing contained herein shall prohibit the ~~Com State~~ from controlling or regulating outdoor advertising signs to a degree greater than that required or contemplated by the Act and the National Standards.

IV. INCREASE IN FEDERAL SHARE PAYABLE.

When sufficient funds are appropriated and available for that purpose, the Federal share payable on account of any segment of the Interstate System provided for by sums authorized under Section 108 of the Federal-Aid Highway Act of 1956, as amended, to which the National Standards and this Agreement apply, shall be increased by one-half of one percent of the total cost thereof, subject to the condition that no additional cost incurred in carrying out this Agreement shall be included in that total cost upon which the increased share is calculated.

V. PAYMENT UPON EVIDENCE OF THE STATE'S COMPLIANCE

Payment of the increased Federal share will be made by the Administrator with respect to an Interstate project upon the

submission by the State to the Administrator of a satisfactory showing that the State has fulfilled its obligations under this Agreement in connection with that project, and that the State is continuing to carry out its obligations hereunder with respect to all other projects of the Interstate System to which this Agreement applies.

With the first request for payment of the increased Federal share, the State will submit detailed maps in triplicate showing those portions of the Interstate System within its borders which have been completed to that date. The maps shall clearly indicate by means of color coding the portions of the Interstate System to which the National Standards and this Agreement apply and those portions which are excluded from such application. As other projects of the Interstate System are completed or added to the Interstate System, additional maps, similarly color coded, will be submitted showing the portions to which the National Standards and this Agreement apply.

VI. REMOVAL OF ADVERTISING SIGNS, DISPLAYS OR DEVICES.

A. No outdoor advertising sign, display, or device which is inconsistent with the Act or the National Standards shall be allowed to remain after July 1, 1964, in an Adjacent Area if the project of the Interstate System involved were either completed to the geometric and design standards adopted for the Interstate System before or on July 1, 1961, or under contract for completion to such standards on that date.

B. No outdoor advertising sign, display, or device which is inconsistent with the Act or the National Standards shall be allowed to remain in an Adjacent Area after the date upon which the highway department accepts, as completed, the Interstate project involved, if a contract were awarded after July 1, 1961, for the completion of such project to the geometric and design standards approved for the Interstate System. However, nothing in this paragraph shall be construed so as to require the removal of any such signs, displays, or devices prior to July 1, 1964.

C. No part of the increased Federal share payable on a project under the Act shall be paid on account of an Adjacent Area until outdoor advertising control in such area complies completely with the National Standards.

VII. FAILURE OF THE STATE TO PERFORM ITS OBLIGATIONS ASSUMED HEREUNDER.

If, after receiving the increased Federal payments on a project with regard to an Adjacent Area, the State shall fail to perform its obligations assumed under this Agreement in conjunction with that area, the State expressly agrees that if without good cause shown to the satisfaction of the Administrator, it fails to correct the defect within 30 days after the date of mailing by the Administrator of written notice thereof, it shall repay all increased Federal payments paid on account of such area. If such repayment is not made within a reasonable time, the State expressly authorizes the Administrator to withhold from the State an amount equal to such payment out of any Federal-aid highway funds due or that may become due to the State.

Notwithstanding any other provisions of this Agreement, if the failure of the State to perform substantially the obligation assumed hereunder is caused by a decision of a court of competent jurisdiction or by a ruling of the Attorney General of the State that the State is without legal authority to perform that obligation, the State shall not be required to repay all increased Federal payments made under this Agreement until 90 days have elapsed after the adjournment of the State legislative session next following such declaration or ruling.

VIII. REPAYMENT NECESSITATED BY CHANGES IN ZONING WITHIN INCORPORATED MUNICIPALITIES.

When an Adjacent Area within the boundaries of an incorporated municipality possessing authority to control the use of real property adjacent to the Interstate System, as those boundaries

existed on September 21, 1959, is rezoned as commercial or industrial, the National Standards and this Agreement shall no longer apply thereto. The State expressly agrees that it shall repay all increased Federal payments paid on account of such area. If such repayment is not made within thirty days after it is requested, the State expressly authorizes the Administrator to withhold from the State an amount equal to such payments made out of any Federal-aid highway funds due or that may become due to the State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of June 27, 1963.

Attest:

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By

Rex M. Whitton
Rex M. Whitton
Administrator

Attest:

THE STATE OF NEW JERSEY

By

Dwight R. G. Palmer
Dwight R. G. Palmer
State Highway Commissioner

Kenneth D. Rice
Kenneth D. Rice, Secretary
State Highway Department

APPROVED
AS TO FORM

DEPT. ATTY. GEN.

Date 6/26/63

Recommended

JRS
6/25/63

Date

Recommended

Date

Approved

Date